MEMORANDUM OF UNDERSTANDING #2018-01 BETWEEN THE CITY OF COLUMBUS AND AFSCME, OHIO COUNCIL 8, LOCAL 2191 REGARDING RELEASE TIME FOR UNION PRESIDENT

Pursuant to Section 32.3 of the Collective Bargaining Contract between the City of Columbus and Columbus Board of Health, and the American Federation of State, County, and Municipal Employees, Ohio Council 8, Local 2191, the parties hereby agree to amend the Collective Bargaining Contract dated April 1, 2017 - March 31, 2020, effective January 1, 2018.

Whereas, Article 6, Section 6.7 of the Contract shall be amended to allow the Union President to be on full-time release, effective immediately, as follows:

Section 6.7. Release Time for Union President.

The President of Local 2191, upon election to that post and as long as he/she continues in that post, will be permitted to devote his/her full time during the workweek to Union matters while continuing in his/her City job classification, but is required to maintain all minimum requirements of his/her City job classification and provide evidence of such maintenance as required of similarly situated employees. The Union President's entitlement to his/her hourly wage, fringe benefits and seniority accrual will continue as though he/she were performing his/her normal job-related duties. The President of Local 2191 will not, however, be eligible to receive overtime or holiday-worked pay, receive a performance evaluation or be eligible for merit pay while in that post. The workweek and workday for the Union President shall be considered the normal workweek and normal workday as defined within the bargaining contract.

The Union President will communicate by written notification to the Columbus Public Health Human Resources Officer, or designee in his/her absence, when the Union President will not be available for representation of bargaining unit employees at Columbus Public Health due to using leave as permitted in the bargaining contract.

- 1. All applicable customary notice and procedural requirements for requesting leave shall continue to apply including but not limited to completion of the standard City Request for Leave form (blue form) and/or any other applications and forms;
- 2. The written notification will also contain the name of the Union Officer or Steward who is assigned for management to contact for representation during the President's absence.
- For emergent, unplanned, need for leave, the Union President shall notify the Columbus Public Health Human Resources Officer, or designee in his/her absence, with the information required by this MOU by telephone or text (as agreed upon by the parties) and follow-up with the appropriate documentation upon return from leave.

Upon leaving the post of President, an employee who was serving in that post, will be returned to his/her classification, program, and the work schedule that he/she was assigned prior to becoming President.

All other terms and conditions of the bargaining contract and all other City of Columbus and/or Columbus Public Health policies, rules, and directives shall continue to apply.

FOR THE CIT FOR AFSCME: Roberta Skok Health Commissioner Regional Director, Ohio Council 8 Date Jamie L. Shumaker **Director of Human Resources**

1/26/18

President, AFSCME Local 2191